

CONTRACT NO. 2023-089

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA**

BCC APPROVED 12/13/22

**AND
SUNCOAST PARTNERSHIP TO END HOMELESSNESS, INC.
FOR
RAPID REHOUSING SERVICES**

Contract Number: E-20-UW-12-0014

Assistance Listing 14.231

This Subrecipient Agreement is made and entered into in Sarasota, Florida this 13 day of Dec 2022 by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Suncoast Partnership to End Homelessness, Inc., hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the COUNTY has applied for and received Emergency Solutions Grant-Coronavirus Aid, Relief, and Economic Security Act Part 2 funds ("ESG-CV2") funds, from the United States Department of Housing and Urban Development ("HUD"), and

WHEREAS, the COUNTY wishes to sub-award COUNTY ESG-CV2 funds to the SUBRECIPIENT to allow the SUBRECIPIENT to utilize ESG-CV2 funds for a Rapid Rehousing (RRH) Program toward the goal of homelessness being rare, brief, and nonrecurring.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. FEDERAL AWARD IDENTIFICATION

This Subrecipient Agreement is a sub-award as defined in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards of COUNTY ESG-CV2 funds. The information to be identified to the SUBRECIPIENT required by 2 CFR 200.332(a)(1), is attached hereto as Exhibit 1, Sub-award Information.

II. STATEMENT OF WORK

The SUBRECIPIENT will be responsible for administering RRH services during the effective dates of this SUBRECIPIENT AGREEMENT in a manner satisfactory to the COUNTY using ESG-CV2 funds.

A. Work to be Performed

The SUBRECIPIENT will administer RRH services as provided in the policy guidelines, Exhibit 3, which are attached hereto and made a part of this SUBRECIPIENT AGREEMENT.

Reimbursement - The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section XI of this Subrecipient Agreement.

Monthly Report - Each month, the SUBRECIPIENT will submit a report showing the progress made in implementing this Subrecipient Agreement.

B. Agreement Term and Work Schedule

Services of the SUBRECIPIENT shall start upon execution of the Subrecipient Agreement by both the Suncoast Partnership to End Homelessness, Inc. and the Sarasota Board of County Commissioners and end on August 30, 2023. The term of this Subrecipient Agreement shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG-CV2 funds or other ESG-CV2 assets, including program income. Notwithstanding the foregoing, the SUBRECIPIENT must comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

C. Amount of Subaward

The funds reimbursed to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$711,670.71. These ESG-CV2 funds may be used to pay for, and COUNTY will reimburse SUBRECIPIENT for eligible expenditures as detailed in Exhibit 3.

D. Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against the goals and performance standards as stated above. Substandard performances as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement and may result in a reduction of the subaward, the suspension and/or termination of this Subrecipient Agreement, or other remedies available at law or in equity, if action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time (30 days) after being notified by the COUNTY.

E. Levels of Accomplishment- Goals and Performance Measures

SUBRECIPIENT will assist at least 10 persons from the date of execution of this agreement until August 30, 2023. The total amount of funding available for assistance will not exceed \$711,670.71.

F. Staffing

SUBRECIPIENT will subcontract with a qualified Rapid Rehousing provider who will provide assistance to program participants.

G. Budget

The maximum allowable costs for which the SUBRECIPIENT will be reimbursed with ESG-CV2 funds is \$711,670.71. Any other project expenses will be the sole responsibility of the SUBRECIPIENT. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must be approved in writing by both the COUNTY and SUBRECIPIENT. No indirect costs or SUBRECIPIENT staff time and effort are allowed under this Agreement.

III. RECORDS AND REPORTS

A. Records - The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this SUBRECIPIENT AGREEMENT. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets the regulatory requirements of the ESG-CV2 Rapid Rehousing Program;
3. Records required to demonstrate that the payment was for an eligible use under the ESG-CV2 Rapid Rehousing Program;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG-CV2 Rapid Rehousing Program assistance;
5. Copies of disbursements paid to their subrecipient(s);
6. Records documenting compliance with the fair housing and equal opportunity components of the ESG-CV2 Rapid Rehousing Program;
7. Financial records as required by 24 CFR 576.500 and 2 CFR 200 and any applicable Appendices; and
8. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 576 and 24 CFR Part 75.

B. Retention - The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records; and all other documents and information pertinent to the Subrecipient Agreement for the longer of: a period of five (5) years from the date of submission of the COUNTY'S final expenditure report to HUD, or, if there is litigation, claims, audit, negotiation

or other actions related to these funds or Subrecipient Agreement during said 5-year period, until completion of the action and final resolution of all issues which arise from it. The COUNTY will notify the SUBRECIPIENT when the final expenditure report is submitted to HUD. Records for activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or the change of use provisions at 24 CFR 570.505 must be maintained for 3 years after those provisions no longer apply.

- C. **Client Data** – The activity undertaken by the SUBRECIPIENT is one that requires determination of household income and homeless status. Therefore, client-level data and demographics, will be collected.
- D. **Disclosure** – The SUBRECIPIENT understands that client information collected under this Subrecipient Agreement is private and the use or disclosure of such information, when not directly connected with the administration of this COUNTY'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Subrecipient Agreement, may be prohibited by relevant state and/or federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- E. **Documentation** – All books, documents, papers, information, and records related to this Subrecipient Agreement shall be made available to the COUNTY, the State of Florida, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, upon request, at any time during normal business hours, as often as deemed necessary, for auditing and monitoring purposes, and such records shall be subject to examination, copying, excerpting and transcription. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. This right of access to records also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents and information. Additionally, this right of access is not limited to the term of this Subrecipient Agreement or the record retention period in Section III.B. above but lasts as long as the SUBRECIPIENT retains the records. Failure of the SUBRECIPIENT to comply with this paragraph constitutes a violation of this Subrecipient Agreement and may result in the withholding of future payments, demand for SUBRECIPIENT'S repayment of funds, termination of this Subrecipient Agreement, or any other available remedies at law or in equity.

IV. **PROGRAM INCOME**

The SUBRECIPIENT shall report quarterly all program income, as defined at 24 CFR 570.500(a), generated by activities carried out with ESG-CV2 funds made available under this Subrecipient Agreement. The use of program income by the

SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may only use such program income during the Subrecipient Agreement period for activities permitted under this Subrecipient Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the COUNTY at the end of the Subrecipient Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as modified by 24 CFR 570.502, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

VI. COST PRINCIPLES

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. No indirect costs are allowed under this Subrecipient Agreement.

VII. GENERAL COMPLIANCE

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR, Part 576 (HUD regulations concerning Emergency Solutions Grants) except that (1) the SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described in 24 CFR 576.407 and (2) the SUBRECIPIENT does not assume the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Subrecipient Agreement.

VIII. SUSPENSIONS AND TERMINATIONS

In accordance with 2 CFR 200, the COUNTY may suspend or terminate this Subrecipient Agreement, in addition to seeking other remedies available in equity or at law, if in the COUNTY'S sole discretion, the SUBRECIPIENT materially fails to comply with any terms of this Subrecipient Agreement, which include (but are not limited to) the following:

A. Termination for Cause

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, to comply with any term or condition of, or fulfill in a timely or proper manner its' obligations under, this Subrecipient Agreement;
3. Ineffectively or improperly used funds provided under this Subrecipient Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY or HUD report(s) that are incorrect or incomplete in any material respect.

B. Termination for Convenience

Except as provided in Paragraph VIII.A., this Subrecipient Agreement may be terminated only as follows:

The COUNTY shall have the right at any time upon 30 calendar days' written notice to the SUBRECIPIENT to terminate this Subrecipient Agreement in whole or in part, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. In case of such termination for convenience, the COUNTY shall reimburse SUBRECIPIENT for such properly documented costs incurred in the performance of this Subrecipient Agreement prior to the date of termination of the Subrecipient Agreement. The SUBRECIPIENT remains responsible for compliance with the requirements in 2 CFR 200, other applicable state and federal laws, as well as the surviving provisions of this Subrecipient Agreement if terminated.

IX. REVERSION OF ASSETS

The use and disposition of real property and equipment under this Subrecipient Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- A. The SUBRECIPIENT shall transfer to the COUNTY any ESG-CV2 funds on hand and any accounts receivable attributable to the use of funds under this

Subrecipient Agreement at the time of expiration, cancellation, or termination.

- B. Real property under the SUBRECIPIENT'S control that was acquired or improved, in whole or in part, with funds under this Subrecipient Agreement shall have a minimum period of use of ten (10) years, enforced by a recorded deed or use restriction (or such longer period of time as the COUNTY deems appropriate). If the SUBRECIPIENT fails to use ESG-CV2-assisted real property in a manner that meets the requirements specified in the deed or restriction of use for the prescribed period of time, the SUBRECIPIENT shall pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG-CV2 funds for acquisition of, or improvement to, the property. Such property acquired or improved under this Subrecipient Agreement after the expiration of the ten (10)-year period of use (or such longer period of time as the COUNTY deems appropriate).
- C. In all cases in which equipment acquired, in whole or in part, with funds under this Subrecipient Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which the funds received under this Subrecipient Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Subrecipient Agreement shall be (a) transferred to the COUNTY for the ESG-CV2 program or b) retained after compensating the COUNTY an amount to be determined by the COUNTY, equal to the current fair market value of the equipment less the percentage of non-ESG-CV2 funds used to acquire equipment.

X. OTHER FEDERAL REQUIREMENTS

- A. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 576.408; and (b) the requirements of 24 CFR 576.408(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 576.408(c)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-CV2-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

B. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with any local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Act (Public Law 90-284) and implementing Executive Orders and regulations, including but not limited to E.O. 11063 and 24 CFR 570.601 and 24 CFR 570.602, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, as well as the applicable non-discrimination provisions in Section 109 of the HCD Act.

3. Land Covenants

This Subrecipient Agreement may be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Subrecipient Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation

Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. Upon written request from SUBRECIPIENT, the COUNTY will provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the applicable regulations in force during the term of this Subrecipient Agreement.

C. Affirmative Action

1. Affirmative Action Program

The SUBRECIPIENT agrees that it shall be committed to carry out, pursuant to the COUNTY'S specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon written request from SUBRECIPIENT, the COUNTY will provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such a program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Subrecipient Agreement. As used in this Subrecipient Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "Minority group members" include Black/African Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Subcontinent Asian Americans. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, provisions stated herein.

4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontractor Provisions

The SUBRECIPIENT will include the provisions of Paragraphs X.B. Civil Rights and C. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Subrecipient Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that

demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Subrecipient Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u), as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Subrecipient Agreement, shall be a condition of the Federal financial assistance provided under this Subrecipient Agreement and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and contractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following

language in all contracts executed under this Subrecipient Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C § 1701u). Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be directed to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG-CV2-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the ESG-CV2 funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income residents within the service area of the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. SUBRECIPIENT'S Contracts & Subcontracts

The SUBRECIPIENT will include a Section 3 clause in every contract under this Subrecipient Agreement and will take appropriate action pursuant to the contract upon a finding that the contractor is in violation of the contract and/or HUD regulations. The SUBRECIPIENT will not contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not contract unless the entity has first provided it with a preliminary statement of ability to comply with all applicable provisions of this Subrecipient Agreement and HUD's regulations.

E. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Subrecipient Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include (but are not limited to) the following:

1. The SUBRECIPIENT shall maintain written standards of conduct that shall govern conflicts of interests and governing the actions of its officers, employees and agents engaged in the selection, award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the SUBRECIPIENT may participate in the selection, award, or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or

agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3. The officers, employees, and agents of the SUBRECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, SUBRECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-CV2-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-CV2-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT.

G. Anti-Lobbying Certification

By executing this Subrecipient Agreement, the SUBRECIPIENT certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Subrecipient Agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Subrecipient Agreement,

grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. It will require that the language of this subsection G. Anti-Lobbying Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT certifies and affirms the truthfulness and accuracy of each statement of this certification and its lobbying disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. section 3801 *et seq.*, apply to this certification and lobbying disclosures, if any.

H. Copyright and License to Inventions

If this Subrecipient Agreement results in any copyrightable material the COUNTY and HUD shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the copyrightable material. The COUNTY and HUD shall have a royalty-free, non-exclusive, irrevocable, paid-up license to practice, or have practiced for on the COUNTY'S and/or HUD's behalf, any invention made in the performance of work under this Subrecipient Agreement. The SUBRECIPIENT agrees to insert a patent rights clause in all solicitations and contracts for experimental, developmental, or research work for this Subrecipient Agreement if and as prescribed in 48 CFR 27.303, as may be amended from time to time.

I. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Subrecipient Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200, such as worship, religious instruction, or proselytization.

J. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

K. Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of 24 CFR part 570 apply to activities under this Subrecipient Agreement. The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Subrecipient Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-CV2-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

L. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Subrecipient Agreement.

In general, this requires concurrency from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older, or that are included on a Federal, State or local historic property list.

XI. REIMBURSEMENT/PAYMENT TO SUBRECIPIENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$711,670.71. The COUNTY will pay to the SUBRECIPIENT funds available under this Subrecipient Agreement based upon substantiated information submitted by the SUBRECIPIENT, in accord with performance, and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available under this Subrecipient Agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT.

SUBRECIPIENT will submit complete monthly invoice packages to the COUNTY for reimbursement until all ESG-CV2 funds have been expended or August 30, 2023, whichever occurs first. The COUNTY will not process any supplemental, additional, or adjusted invoices after August 30, 2023.

The monthly invoice from the SUBRECIPIENT must be mailed to:

Sarasota Office of Housing and Community
Development 111 South Orange Avenue
Sarasota Florida 34236

All invoices must include the following items:

- A. An invoice on the SUBRECIPIENT'S letterhead showing the invoice number, the total amount of the funding that is being requested for reimbursement, the time-period that the invoice covers/spans, unit number and price per unit, description of the good(s) and/or service(s), respective vendor(s), proof of payment by SUBRECIPIENT to listed vendors, and corresponding general ledger detail, as applicable. Each invoice must be signed and dated by the SUBRECIPIENT'S authorized representative.
- B. Copies of all invoices paid by the SUBRECIPIENT.
- C. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in any applicable program guidance, requirement, or regulations, including but not limited to those in 2 CFA 200.

XII. PROCUREMENT

A. Compliance

If the SUBRECIPIENT is a non-governmental entity, the SUBRECIPIENT shall comply with the current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein, so long as the COUNTY policy is more stringent than and not in conflict with 2 CFR 200. In the event of a conflict, 2 CFR 200 applies, all program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Subrecipient Agreement.

In the event the SUBRECIPIENT is a governmental entity, it may follow its own procurement policies concerning the purchase of equipment, provided the policies are equal to or more stringent than and not in conflict with those found in 2 CFR 200, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Subrecipient Agreement.

B. OMB Standards

Unless specified otherwise within this Subrecipient Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

XIII. TRAVEL

The SUBRECIPIENT shall obtain written approval from the COUNTY prior to any travel outside the metropolitan area with funds provided under this Subrecipient Agreement. Travel expenses, if authorized by the COUNTY, will be reimbursed according to section 112.061, Florida Statute, and Sarasota County Resolution No. 2016-170 and applicable federal laws.

XIV. OTHER SUBRECIPIENT REQUIREMENTS

A. Notices

Notices required by this Subrecipient Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered

or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Subrecipient Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Subrecipient Agreement shall be directed to the following representatives:

COUNTY

SUBRECIPIENT

Director of Planning & Development Services
Sarasota County
1660 Ringling Blvd., 1st Floor
Sarasota, Florida 34236

Executive Director
Suncoast Partnership to
End Homelessness, Inc.
1750 17th St. C-1
Sarasota, Florida 34234

With Copies of Notices to:

Office of Housing & Community Development
111 South Orange Avenue
Sarasota, Florida 34236

Executive Director
Suncoast Partnership to
End Homelessness, Inc.
1750 17th St. C-1
Sarasota, Florida 34234

B. Public Records

SUBRECIPIENT hereby specifically covenants to comply with the public records laws of the State of Florida. To the extent that SUBRECIPIENT is acting on behalf of the COUNTY within the meaning of section 119.001(2), Florida Statutes, SUBRECIPIENT specifically covenants to:

1. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services which form the subject matter of this Subrecipient Agreement.
2. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of SUBRECIPIENT upon termination of this Subrecipient Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

In the event SUBRECIPIENT fails to comply with a public records request, COUNTY shall be authorized to enforce this provision.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBRECIPIENT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236
Phone: 941-861-5886
Email: publicrecords@scgov.net**

C. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Subrecipient Agreement shall be made available to the COUNTY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Subrecipient Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and 2 CFR 200 and to submit a copy of that audit to the COUNTY within thirty (30) days after the SUBRECIPIENT'S receipt thereof.

D. Independent Contractor

Nothing contained in this Subrecipient Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Subrecipient Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

E. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Subrecipient Agreement. Nothing contained herein shall constitute a waiver of by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Further, nothing contained herein shall constitute or be construed as a consent by either party to be sued by third parties in any manner arising out of or relating to this Subrecipient Agreement.

F. Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Subrecipient Agreement.

If the SUBRECIPIENT is a self-insured governmental entity, the SUBRECIPIENT shall provide a certificate or verification of self-insurance to the COUNTY.

G. Insurance & Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY. SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200 and as described in Exhibit 2. If the SUBRECIPIENT is a self-insured governmental entity, the SUBRECIPIENT shall provide a certificate or verification of self-insurance to the COUNTY.

H. COUNTY Recognition

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing services through this Subrecipient Agreement. All activities, facilities and items utilized pursuant to this Subrecipient Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Subrecipient Agreement.

I. Amendments

The COUNTY or SUBRECIPIENT may amend this Subrecipient Agreement at any time provided that such amendments make specific reference to this Subrecipient Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S governing body. Such amendments shall not invalidate this Subrecipient Agreement, nor relieve or release the COUNTY or SUBRECEIPIENT from its obligations under this Subrecipient Agreement.

The COUNTY may, in its discretion, amend this Subrecipient Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of activities to be undertaken as part of this Subrecipient Agreement, such modifications will be incorporated only by written amendment signed by both the COUNTY and SUBRECIPIENT.

J. Close-out

Subject to 2 CFR 200.345 and the surviving provisions herein, this Subrecipient Agreement shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records, and providing copies of the payment register showing the payment of ESG-CV2 funds and determining the custodianship of records. Notwithstanding the foregoing, all program activities must be completed by August 30, 2023, and the terms of this subaward and Subrecipient Agreement shall remain in effect during any period that the SUBRECIPIENT has control over ESG-CV2 funds, including program income.

K. Subrecipient Agreement Assignment & Solicitations

The SUBRECIPIENT shall not assign or transfer any interest in this Subrecipient Agreement. The SUBRECIPIENT shall not enter into any contracts, agreements, purchase orders, or the like with any person, entity, agency, or individual in the performance of this Subrecipient Agreement without the prior written approval of the COUNTY. The SUBRECIPIENT must receive prior written approval from the COUNTY for any and all advertisements, announcements, awards, solicitations and the like related to and/or using funds from this Subrecipient Agreement.

L. Subcontracts

1. **Approvals** – The SUBRECIPIENT shall notify the COUNTY of all subcontracts and provide a copy of the fully executed agreement.
2. **Monitoring** – The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
3. **Content** – The SUBRECIPIENT shall cause all the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Subrecipient Agreement.
4. **Selection Process** – The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Subrecipient Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

M. The housing unit for each PROGRAM PARTICIPANT must be located in Sarasota County.

N. The COUNTY seeks to be a strong partner to local geographies affected by natural disasters and will try to leverage all resources under its purview to provide support to vulnerable homeless clients. The ESG and ESG-CV funding awarded to the COUNTY is one of the resources that may be used to support homeless persons affected by natural disasters. In order to provide flexible and meaningful support, the COUNTY reserves the right to

focus grant funding (both current and prior years) and corresponding eligible component types to affected areas. In these situations, the COUNTY may utilize targeted grant awards to governments or non-profit agencies to direct deficits to existing programs, provide temporary support, or to fund a new activity. All activities that may be funded to support those affected by natural disasters would still need to align with regulations that govern ESG funds.

XV. SEVERABILITY

If any provision of this Subrecipient Agreement is held invalid, the remainder of the Subrecipient Agreement shall not be affected thereby, and all other parts of this Subrecipient Agreement shall nevertheless be in full force and effect.

XVI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Subrecipient Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Subrecipient Agreement.

XVII. WAIVER

The COUNTY'S delay or failure to exercise or enforce any of its rights under this Subrecipient Agreement shall not constitute or be deemed a waiver of the COUNTY'S right to pursue remedies related to this Subrecipient Agreement, at law or in equity. Nor shall the COUNTY'S single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XVIII. SURVIVAL

Sections II.D, III, IV, V, VI, VII, VIII, and IX, XII, XIII, XIV, and this Section XVIII, Exhibit 3, and any right or obligation of the parties in this Subrecipient Agreement which by its express terms or nature and context is intended to, survive the termination or expiration of this Subrecipient Agreement.

XIX. ENTIRE AGREEMENT

This Subrecipient Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Subrecipient Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Subrecipient Agreement.

**SIGNATURE PAGE FOLLOWS
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have executed this Subrecipient Agreement as of the date first written above.

Suncoast Partnership to End Homelessness, Inc.

By: 
Chris Johnson, Executive Director

10/28/2022
Date signed by Executive Director

ATTEST:
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners of Sarasota,
County Florida

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 
Deputy Clerk

By: 
Chairman



Approved as to form and correctness:

By: 
County Attorney

12/13/22
Date signed by Sarasota County

**EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name - Suncoast Partnership to End Homelessness, Inc.
- B. SUBRECIPIENT DUNS number - 610943651
- C. Federal Award Identification Number - E-20-UW-12-0014
- D. Federal Award Date - August 11, 2021
- E. Sub-award period of performance start and end date - Date of Execution of Sub-Recipient Agreement through August 30, 2023
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT- \$711,670.71
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$1,189,732.86
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$1,189,732.86
- I. Federal award project description - Funds will be used to implement a Rapid Rehousing Program.
- J. Name of the Federal awarding agency- U.S. Department of Housing and Urban Development (HUD).
- K. Name of the pass-through entity - Sarasota County
- L. Contact information for awarding official of the Pass-through entity - Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, Florida 34236.
- M. Assistance Listing and Name - 14.231- Emergency Solutions Grant Program- CARES Act Funding
- N. Is the award for Research and Development - No
- O. Indirect cost rate for the Federal award - None

**END OF EXHIBIT 1
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EXHIBIT 2 INSURANCE

A. INSURANCE

Before performing any work under this SUBRECIPIENT AGREEMENT, SUBRECIPIENT shall procure and maintain, during the life of the SUBRECIPIENT AGREEMENT, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by COUNTY's Risk Management.

1. **WORKERS' COMPENSATION:** SUBRECIPIENT will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this SUBRECIPIENT AGREEMENT, as required by the laws of the state where the SUBRECIPIENT is domiciled. Florida firms must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. Note: firms that are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

In the event the SUBRECIPIENT has "leased" employees, the SUBRECIPIENT or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to the Sarasota Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 each occurrence, covering all work performed under this SUBRECIPIENT AGREEMENT.

B. POLICY FORM

1. All policies required by this SUBRECIPIENT AGREEMENT, with the exception of Workers' Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this SUBRECIPIENT AGREEMENT. Insurer(s),

exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.

2. Insurance requirements itemized in this SUBRECIPIENT AGREEMENT and required of the SUBRECIPIENT shall be provided on behalf of all sub-contractors to cover their operations performed under this SUBRECIPIENT AGREEMENT. The SUBRECIPIENT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this SUBRECIPIENT AGREEMENT shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit SUBRECIPIENT' liability nor to fulfill the indemnification provisions and requirements of this SUBRECIPIENT AGREEMENT.
6. The SUBRECIPIENT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this SUBRECIPIENT AGREEMENT and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY's Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the SUBRECIPIENT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this SUBRECIPIENT AGREEMENT are to be furnished to the Sarasota Office of Housing and Community Development (111 South Orange Avenue, Suite 103, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior

to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY'S Office of Housing and Community Development before the SUBRECIPIENT will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this SUBRECIPIENT AGREEMENT, shall be provided to the SUBRECIPIENT's, RRH Provider's, SUB-CONTRACTOR's and/or CONSULTANT's insurance companies as applicable and COUNTY's Risk Management as soon as practicable after notice to the insured.
10. On the insurance certificate, in the "Description of Operations/Special Provisions" section, the following must appear: Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of Sarasota County Government must be included on all policies except Professional Liability and Workers Compensation.

In the "Certificate Holder" section, Sarasota County Government must be listed and the insurance certificate mailed to:

Sarasota County Government
Office of Housing and Community Development
111 South Orange Avenue
Suite 103
Sarasota, FL 34236

END OF EXHIBIT 2
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EXHIBIT 3

Emergency Solutions Grant CARES Act Funding Rapid Re-Housing Policy Guidelines

The priorities for the use of the Emergency Solutions Grant CARES Act (ESG-CV) Part 2 funding will be Rapid Re-Housing (RRH) for homeless households with a high acuity of need as defined by the Oneby1 Policies and Procedures Manual and to respond to the coronavirus pandemic (COVID-19) by rapidly re-housing those who are more susceptible to severe illness as a result of COVID-19. The SUBRECIPIENT will ensure the Oneby1 Policies and Procedures Manual is published on the SUBRECIPIENT'S website located at www.suncoastpartnership.org. The RRH Providers will be expected to house PROGRAM PARTICIPANTS for longer periods of time and provide ongoing support services and case management.

RRH services will be provided utilizing the written standard policies and procedures established by the Oneby1 Coordinated Entry system for evaluating household eligibility for assistance under ESG-CV Part 2.

Each potential PROGRAM PARTICIPANT must be assessed to determine if they are eligible for ESG-CV Part 2 assistance and to determine the amount and type of assistance necessary for the household to regain stability in rental or permanent housing. The SUBRECIPIENT and the SUBRECIPIENT'S RRH Providers agree that every PROGRAM PARTICIPANT utilizing the ESG-CV Part 2 funds must be by referral from the Oneby1 Coordinated Entry system and will ensure that every PROGRAM PARTICIPANT agrees to comply with the most recent Oneby1 Policies and Procedures, and as otherwise provided by the SUBRECIPIENT and SUBRECIPIENT'S RRH Provider.

A copy of the Oneby1 Coordinated Entry Intake Form, the appropriate assessment tool as designated in the most recent Oneby1 Policies and Procedures manual and documentation of any initial referrals made by the Access Point staff must be retained in the PROGRAM PARTICIPANT'S case file or in the Homeless Management Information System (HMIS). The PROGRAM PARTICIPANT'S case file may be maintained as a hard copy or electronic. To receive ESG-CV Part 2 funding, a RRH Provider must be an active member of the Continuum of Care (CoC) and attend regular CoC meetings.

All RRH Providers must agree to use HMIS and input all required data into HMIS within 72 hours after providing assistance.

Performance Indicators. The SUBRECIPIENT agrees to include the following goals in all contracts with the SUBRECIPIENT'S RRH Providers:

- % of Household Adults with Positive Housing Outcome: 25% of those who have entered the RRH project;
- % of Households who maintain housing at one year: 85% of those with a permanent housing outcome remain housed one year later; and

- # of Days from intake to housing placement: 60 days

Failure to meet any of the above goals will be considered in determining future awards and levels of funding to be sub-awarded to RRH Providers and/or SUBRECIPIENT.

The following Policy Guidelines are to be used for determining which eligible families and individuals will receive RRH assistance. The SUBRECIPIENT must ensure that each RRH Provider has written consistent standards for determining the percentage or amount of rent and utilities costs each PROGRAM PARTICIPANT must pay while receiving homelessness prevention or rapid re-housing assistance. The SUBRECIPIENT must also ensure that RRH Providers document this cost-sharing determination and the PROGRAM PARTICIPANT'S acknowledgement and understanding thereof in that PROGRAM PARTICIPANT'S file.

Homelessness. There are four categories of homelessness as defined under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. All PROGRAM PARTICIPANTS must meet the U.S. Department of Housing and Urban Development (HUD) Category 1 or 4 to receive RRH.

HUD Category 1, literally homeless, is an individual or family who lacks a fixed, regular, and adequate nighttime residence meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- b. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individual(s); or
- c. An individual who is exiting an institution where he or she resided for 120 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

HUD Category 4, any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- b. Has no other residence; and
- c. Who lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

SUBRECIPIENT will ensure that all PROGRAM PARTICIPANTS develop a written individual service plan in consultation with their case manager that is responsive to all aspects of the PARTICIPANT'S life, with a primary focus on permanent housing stability once the assistance ends. The RRH Provider must develop a plan in conjunction with the PROGRAM PARTICIPANT to assist the PROGRAM PARTICIPANT in retaining permanent housing after the ESG-CV Part 2 assistance ends, considering all relevant information, including but not limited to the PROGRAM PARTICIPANT'S current or expected income and expenses, other public or private assistance for which the PROGRAM PARTICIPANT will be eligible and likely to receive, and the relative affordability of available housing in the area. Examples of mainstream housing and services providers include: Public Housing Agencies; providers of mental, physical or behavioral health services; schools; early childhood care and education providers; out of school time providers; hospitals; correctional facilities; and workforce investment programs.

If a PROGRAM PARTICIPANT continues to receive RRH assistance one year from their date of entry, the SUBRECIPIENT must ensure that PROGRAM PARTICIPANT'S income is verified and documented to be at or below 50% of the area median income and certify that the PROGRAM PARTICIPANT lacks sufficient resources and support networks necessary to retain housing without ESG assistance in order for that PROGRAM PARTICIPANT to continue in the program.

SUBRECIPIENT must ensure that PROGRAM PARTICIPANTS who are at an increased risk for getting severely ill from COVID-19, per the Centers for Disease Control and Prevention (CDC) guidelines are identified and given priority in receiving assistance under these Policy Guidelines. CDC guidance at the time these Policy Guidelines were implemented identifies older adults and people with underlying medical conditions at such an increased risk, and specifically lists: those who are over age 65, smokers (current and former), obese, pregnant or recently pregnant, or in an immunocompromised state, as well as those who have or have had cancer, chronic kidney disease, chronic obstructive pulmonary disease, Down Syndrome, heart conditions, substance use disorders, , HIV infection, , sickle cell disease, , an organ or stem cell transplant, Type 1 and Type 2 diabetes mellitus, asthma, a stroke, cerebrovascular disease, cystic fibrosis, hypertension or high blood pressure, neurologic conditions, liver disease, pulmonary fibrosis, or thalassemia. The CDC has since identified homelessness as a risk factor. SUBRECIPIENT must ensure there is HIPAA-compliant written documentation supporting any such prioritization.

SUBRECIPIENT must require all RRH Providers to use the HUD Office of Community Planning and Development Income Eligibility Calculator to determine eligibility for assistance. The Income Eligibility Calculator may be found at <https://www.hudexchange.info/incomecalculator/>. The Income Calculator results and the backup documentation must be printed and retained in the PROGRAM PARTICIPANT'S case file.

ESG-CV Part 2 RRH funds are not to duplicate a resource provided in the same time-period for the same cost. SUBRECIPIENT must notify the Sarasota Office of Housing and Community Development (OHCD) in writing immediately if there is a Duplication of Benefit.

The standards for determining how long the PROGRAM PARTICIPANT will be provided with RRH services, and how services will be adjusted over time must be recorded in each of the SUBRECIPIENT'S RRH Providers' individualized service plan, also known as Housing Case Plans. RRH Providers' case managers must develop a household budget for the PROGRAM PARTICIPANT and identify the appropriate amount of ESG-CV Part 2 RRH funds needed to help the PROGRAM PARTICIPANT maintain permanent housing.

RRH Providers paying for PROGRAM PARTICIPANTS' utilities with funds under the purview of these Policy Guidelines must confirm that the utilities are in the name of the PROGRAM PARTICIPANT or a member of the same household and that the check for the initial deposit for the utility service has been cashed by the utility company within 45 days of the utility's receipt of that check.

Within 60 days of payment, a copy of the cancelled check showing receipt by third-party payees must be submitted to the SUBRECIPIENT.

The maximum length of time a PROGRAM PARTICIPANT may receive assistance using ESG-CV Part 2 RRH funds are as follows:

- for delinquent utilities: up to a total of 6 months for unpaid utility charges;
- for utility payments: up to a total of 24 months for utility payments, per service. No PROGRAM PARTICIPANT shall receive more than 24 months of utility assistance within any 3-year period; and
- for rental assistance: the requirement at 24 CFR 576.106 (a) limiting the total number of months a PROGRAM PARTICIPANT can receive rental assistance to 24 months in a 3-year period is waived. This is to be utilized to ensure PROGRAM PARTICIPANTS do not lose their housing during the COVID-19 health crisis and the subsequent economic downturn caused by the crises.

The following are the eligible activities that RRH Provider(s) may receive reimbursement for from COUNTY through the SUBRECIPIENT with ESG-CV Part 2 funds:

- a. Financial Assistance –
 1. Rental Application Fees – The rental housing fees that are charged by the owner to all applicants;
 2. Security Deposits – Rental Security Deposit that is equal to no more than 2 months' rent;

3. **Last Month's Rent** – If necessary to obtain housing for a PROGRAM PARTICIPANT, the last month's rent must be paid to the owner of the housing unit at the time the owner is paid the security deposit and the first month's rent. This assistance may not exceed one month's rent;
 4. **Utility Deposits** – The standard utility deposits required by the company for all customers for gas, electric, water and sewer only;
 5. **Utility Payments** – Utility payments for up to 24 months for the cost of gas, electric, water and sewer, including up to 6 months of utility payments in arrears, per service. A partial monthly payment of a utility bill counts as one month of assistance.
 6. **Moving costs** – Moving costs such as truck rental or hiring a moving company. May include payment of temporary storage fees for up to three (3) months, provided that the fees are accrued after the date the PROGRAM PARTICIPANT is enrolled into the program and before the PROGRAM PARTICIPANT moves into permanent housing. Payment of temporary storage fees in arrears is not an eligible expense.
- b. **Housing Search and Case Management** – The costs of staff compensation, including time and fringe benefits and/ or other overhead costs directly related to carrying out activities necessary to assist PROGRAM PARTICIPANT in locating, obtaining and retaining suitable permanent housing including the following:
1. **Assessment of housing barriers, needs and preferences;**
 2. **Development of an action plan for locating housing;**
 3. **Housing search;**
 4. **Outreach to and negotiations with owners;**
 5. **Assistance with submitting rental applications and understanding leases;**
 6. **Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness;**
 7. **Assistance with obtaining utilities and making moving arrangements; and**
 8. **Tenant counseling.**

- c. **Housing Stability Case Management** – The costs of staff compensation, including time and fringe benefits and/ or other overhead costs directly related to carrying out activities necessary for assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability for a PROGRAM PARTICIPANT who resides in permanent housing or to assist a PROGRAM PARTICIPANT in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 60 days during the period the PROGRAM PARTICIPANT is seeking permanent housing and may continue to be provided while the PROGRAM PARTICIPANT is living in permanent housing and enrolled in the program. Eligible costs include the following:
1. Using the centralized or coordinated assessment system to evaluate PROGRAM PARTICIPANTS applying for and receiving Rapid Re-Housing assistance;
 2. Conducting the initial assessment, including verifying and documenting eligibility, for PROGRAM PARTICIPANTS applying for Rapid Re-Housing assistance;
 3. Counseling;
 4. Developing, securing and coordinating services and obtaining Federal, State and local benefits;
 5. Monitoring and evaluating PROGRAM PARTICIPANT progress;
 6. Providing information and referrals to other providers;
 7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 8. Conducting re-evaluations as required by law: not less than once annually for PROGRAM PARTICIPANTS receiving RRH.
- d. **Mediation** – Funds may be used for mediation between PROGRAM PARTICIPANTS and the owner, provided the mediation is necessary to prevent the PROGRAM PARTICIPANT from losing their current permanent housing.
- e. **Legal Services** – Funds may pay for legal services as set forth in 24 CFR 576.102 (a)(1)(vi), except that eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the PROGRAM PARTICIPANT from obtaining

permanent housing or will likely result in the PROGRAM PARTICIPANT losing the permanent housing in which they currently reside.

- f. **Credit Repair** – Funds may pay for credit counseling and other services necessary to assist PROGRAM PARTICIPANTS with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. The assistance does not include the payment or modification of a debt.
- g. **Essential Services** – In accordance with HUD Community Planning and Development (CPD) Notice 21-08, the limitation on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR 576.102(a)(1), 24 CFR 576.103, and 24 CFR 576.104 are waived to the extent necessary to allow ESG-CV funds to be used for the costs of providing essential services established at 24 CFR 576.102(a)(1) to PROGRAM PARTICIPANTS receiving rapid rehousing and homelessness prevention assistance as necessary to assist them to obtain and maintain housing.

Eligible services and activities consist of:

1. **Child Care** - The costs of childcare for PROGRAM PARTICIPANTS, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
2. **Education Services** - When necessary for PROGRAM PARTICIPANT to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.
3. **Employment Assistance and Job Training** - The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to PROGRAM

PARTICIPANTS in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

4. **Outpatient Health Services** - Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a **PROGRAM PARTICIPANT'S** health problems and developing a treatment plan; assisting **PROGRAM PARTICIPANTS** to understand their health needs; providing directly or assisting **PROGRAM PARTICIPANTS** to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.
5. **Life Skills Training** - The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the **PROGRAM PARTICIPANT** to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.
6. **Mental Health Services** –
 - i. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
 - ii. Funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.
 - iii. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the

problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

- iv. Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

7. Substance Abuse Treatment Services –

- i. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
- ii. Funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
- iii. Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

8. Transportation - Eligible costs consist of public transportation costs of a PROGRAM PARTICIPANT'S travel to and from medical care, employment, childcare, or other eligible essential services facilities.

- h. **Short and Medium-Term Rental Assistance – The requirement at 24 CFR 576.106 (a) limiting the total number of months a PROGRAM PARTICIPANT can receive rental assistance to 24 months in a 3-year period is waived. This is to be utilized to ensure PROGRAM PARTICIPANTS do not lose their housing during the COVID-19 health crises and the subsequent economic downturn caused by the crises. The RRH Provider must provide rental assistance for units in Sarasota County. The assistance may be for the following:**

- 1. **Short-term rental assistance for up to 3 months of rent;**
- 2. **Medium-term rental assistance, which is rental assistance for more than 3 months; and**

3. **Payment of rental arrears, consisting of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.**
 - i. **Volunteer Incentives - In accordance with HUD Community Planning and Development (CPD) Notice 21-08, The limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.101(a), 24 CFR 576.102(a)(1), and 24 CFR 576.105(b) for the cost of providing reasonable incentives to volunteers (e.g., cash or gift cards) who have been and are currently helping to provide necessary street outreach, emergency shelter, essential services, and housing relocation and stabilization services during the coronavirus outbreak. Waiving this requirement to allow the payment of reasonable costs of volunteer incentives will increase the number of people available to provide the needed services and connections to housing to individuals and families experiencing homelessness to prevent the spread of coronavirus.**
 - j. **Hazard Pay - As permitted by the CARES Act, funds may be used to pay hazard pay for Provider staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness. Examples of Provider staff working directly in support of coronavirus response include emergency shelter intake staff, street outreach teams, emergency shelter maintenance staff, emergency shelter security staff, staff providing essential services (e.g., outpatient health or mental health, housing navigators), and staff in proximity to persons with coronavirus or working in locations with a high likelihood of contracting coronavirus.**
 - k. **Training - As permitted by the CARES Act, ESG-CV funds may be used for training on infectious disease prevention and mitigation for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness and the use of funding shall not be considered administrative costs for purposes of the 10 percent cap. In addition, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used for training on infectious disease prevention and mitigation for homeless assistance providers, including those who do not receive funding through the CARES Act, to help them best prevent, 19 prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness. These training costs are eligible as a standalone activity and are not to be charged to an activity under 24 CFR 576.101 to 24 CFR 576.109.**

- i. Cell Phones and Internet - In accordance with HUD Community Planning and Development (CPD) Notice 21-08, The limitations on eligible activities provided in section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.101(a), 24 CFR 576.102(a)(1), and 24 CFR 576.105(b) for the costs of providing temporary cell phones for individuals and families experiencing homelessness, receiving rapid re-housing assistance under the Continuum of Care (CoC) Program, Youth Homelessness Demonstration Program (YHDP), and ESG Program, receiving homelessness prevention assistance under the ESG Program, or residing in permanent supportive housing funded under the CoC and YHDP Programs.**

To qualify as an eligible cost, the cell phone must be owned by the recipient/subrecipient, and the wireless service plan must be the recipient/subrecipient's, but the phone may be loaned to PROGRAM PARTICIPANTS and the wireless service cost may be paid as needed to enable PROGRAM PARTICIPANTS to participate in activities necessary to obtain or maintain housing (e.g., to interview for jobs, to receive health and mental health services, or to continue education).

The phone and phone service may be loaned to the PARTICIPANT while stay-at-home or social distancing orders are in effect in the community in which the PROGRAM PARTICIPANT resides, or while they continue to need it to participate in activities necessary to obtain and maintain housing that remain virtual even after social distancing measures are relaxed and must be returned to the SUBRECIPIENT when no longer necessary for these purposes.

Waiving the limitations on eligible costs under street outreach, emergency shelter, and housing relocation and stabilization services and allowing ESG-CV funds to pay for these costs will allow individuals and families experiencing homelessness, or receiving rapid re-housing or homelessness prevention assistance, or residing in permanent supportive housing to participate in important activities. Such activities include interviewing for jobs and receiving services necessary to obtain and maintain housing during the period that stay-at-home and social distancing measures are in effect to avoid exposure to and prevent the spread of coronavirus, as well as to continue participating in these activities to the extent that they remain virtual even after social distancing measures are relaxed (e.g., continued virtual employment and education) in order to obtain and maintain housing during the economic downturn caused by coronavirus.

- m. Personal Protective Equipment (PPE) for PROGRAM PARTICIPANTS - While ESG-CV funds can currently be used to purchase PPE for**

PROGRAM PARTICIPANTS as an essential service under emergency shelter and street outreach and as necessary to participate in eligible activities under rapid re-housing and homelessness prevention assistance, the limitations on eligible activities provided in section 415(a) and 24 CFR 576.105(b) are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used to buy PPE (such as masks, disposable gloves, and hand sanitizer) for **PROGRAM PARTICIPANTS** receiving homelessness prevention and rapid re-housing assistance to the extent the **PROGRAM PARTICIPANT** needs the PPE to avoid exposure to and prevent the spread of coronavirus (e.g., to go out in public or enter common areas of housing).

- n. **Vaccine Incentives** - In accordance with HUD Community Planning and Development (CPD) Notice 21-08, the limitations on eligible activities provided in Section 415(a) of the McKinney-Vento Homeless Assistance Act and 24 CFR Part 576, Subpart B are waived to the extent necessary to authorize **SUBRECIPIENTS** to make direct, cash payments of up to \$50 per dose to people experiencing homelessness as an incentive for receiving a coronavirus vaccine. ESG-CV funds may only be used for vaccine incentives to the extent that other vaccine incentives are inaccessible or unavailable to people experiencing homelessness within the community. Receiving the vaccine is critical to preventing the spread of coronavirus. However, getting vaccinated, including following up with the second dose required by some of the available vaccines, can be particularly challenging for people who do not have a stable place to call home. Research has demonstrated that providing incentives to people, including those experiencing homelessness, to receive vaccines increases the uptake of vaccination. Therefore, this waiver and alternative requirement is necessary to assure people experiencing homelessness receive vaccination and prevent the spread of coronavirus.
- o. **Renters Insurance** - In accordance with HUD Community Planning and Development (CPD) Notice 21-08, the limitations on eligible activities provided in 24 CFR 576.105(a) are waived to the extent necessary to authorize ESG-CV funds to pay for renters insurance for **PROGRAM PARTICIPANTS** receiving rapid re-housing or homelessness prevention assistance. In order to pay for renters' insurance for **PROGRAM PARTICIPANTS**, the Provider must: (i) demonstrate that the payment of renters insurance is necessary to obtain or maintain housing (e.g., the landlord requires renters to have renters' insurance to reside in the unit); and (ii) pay the renters insurance directly to the insurance company on behalf of the **PROGRAM PARTICIPANT**.
- p. **Furniture and Household Furnishings** - In accordance with HUD Community Planning and Development (CPD) Notice 21-08, the limitations on eligible activities provided in 24 CFR 576.105(b) are waived and alternative

requirements are established to the extent necessary to authorize ESG-CV funds to be used to buy furniture and household furnishings for use by PROGRAM PARTICIPANTS while they are receiving homelessness prevention and rapid re-housing assistance. Furniture and other household furnishings can help establish PROGRAM PARTICIPANTS in housing, which can contribute to housing stability. Therefore, this waiver and alternative requirement are necessary to help PROGRAM PARTICIPANTS obtain and maintain housing, which is critical to preventing the spread of coronavirus during the period that stay-at-home and social distancing measures are required or recommended. This waiver and alternative requirement are also needed in order to respond to coronavirus by assuring PROGRAM PARTICIPANTS can still obtain and maintain housing during the economic downturn caused by coronavirus when their incomes and resources are not enough to obtain the furniture necessary to contribute to housing stability. Additionally, SUBRECIPIENTS and Providers are reminded that if ESG-CV funds are used to purchase household furnishings, they will be subject to the requirements for equipment at 2 CFR 200.313, including the disposition requirements included in paragraph (e) of that section.

Landlord Incentives – In accordance with HUD Community Planning and Development (CPD) Notice 21-08, the limitation on eligible activities under section 415(a) of the McKinney-Vento Act and 24 CFR 576.105 are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.105 to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three (3) times the rent charged for the unit. Waiving the limitation on eligible costs under housing relocation and stabilization services to pay for the costs of landlord incentives will increase the number of housing units available for quickly re-housing people experiencing homelessness or at risk of homelessness, especially in tight rental markets, which is critical to preventing the spread of coronavirus and helping mitigate the economic impact of the crisis. The limitation of three times the rent charged for each unit ensures enough ESG-CV funds remain available to provide other eligible activities necessary to prevent the spread of coronavirus. Eligible landlord incentive costs include:

1. Signing bonus equal to up to 2 months of rent;
2. Security deposits equal to up to 3 months of rent (these are separate from the costs of security deposits under 24 CFR 576.105(a) and, therefore, does not factor into the cap established in that section).

3. Paying the cost of repaid damages incurred while the PROGRAM PARTICIPANT is still residing in the unit; and
4. Paying the costs of extra cleaning or maintenance of a PROGRAM PARTICIPANT'S unit or appliances.

The eligible activities pursuant to Notice 21-08 are subject to reassessment, subsequent amendment, or replacements to the Notice by HUD prior to the termination of this Agreement.

Termination. SUBRECIPIENT must require the RRH Provider to immediately notify the SUBRECIPIENT if a PROGRAM PARTICIPANT vacates the rental unit or is terminated from the Rapid Re-Housing program.

RRH Providers may terminate ESG-CV Part 2 rental assistance if a PROGRAM PARTICIPANT violates program requirements; however, the RRH Provider may only terminate assistance in the most severe, well-documented cases. Each RRH Provider must establish and submit the formal process for terminating PROGRAM PARTICIPANT to SUBRECIPIENT prior to entering into contract to provide RRH assistance. The RRH Provider's formal process must include the following:

- a. A recognition of the individual rights of the PROGRAM PARTICIPANT;
- b. Information on what program violations will result in program termination, ensuring that only the most severe violation of program rules result in the termination of a PROGRAM PARTICIPANT;
- c. The termination process must include the following:
 1. That a written notice to the PROGRAM PARTICIPANT will be sent with a clear statement of reasons for termination;
 2. A formal termination review process that offers the PROGRAM PARTICIPANT with the opportunity to present written or oral objections to a third party; and a prompt written notice (within 5 business days) to the PROGRAM PARTICIPANT of the final decision.

Lease. If the PROGRAM PARTICIPANT is receiving Rapid Re-Housing assistance, the RRH Provider will need to provide a proposed lease. The RRH Provider must verify that the property is owned by the person signing the lease as the lessor by verifying owner information on the Sarasota County's Property Appraiser's website and copying the relevant screen and/or documents; copies of appropriate supporting ownership documentation from Sarasota County's Official Records from Clerk of the Circuit Court and County Comptroller's online database may also suffice. If a management company will be receiving the rental check or signing the lease, the RRH Provider must document

this information. The SUBRECIPIENT must monitor and verify that the information given by the RRH Providers is current and correct.

The lessor owner and the SUBRECIPIENT'S RRH Provider must execute a Rental Assistance Agreement. The RRH Provider must provide the SUBRECIPIENT the written policy, delegation of authority or other authorization for, name(s), and titles of the person(s) authorized to sign Rental Assistance Agreements on behalf of the RRH Provider.

The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the FMR established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507. Providing rental assistance through the ESG-CV Part 2 program requires that the unit meet Rent Reasonableness standards before a specific unit may be assisted with ESG-CV Part 2 funds. The SUBRECIPIENT will provide a written methodology of how Rent Reasonableness will be determined, and documentation from the SUBRECIPIENT'S RRH Providers to meet the standard for each PROGRAM PARTICIPANT. Once the PROGRAM PARTICIPANT has identified a rental location in Sarasota County, the RRH Provider must determine the total cost of the unit. The total cost will be the monthly rent plus any tenant paid utilities that are not included in the monthly rent.

To determine the cost of tenant-paid utilities, the SUBRECIPIENT'S RRH Provider will use the Utility Allowance Chart prepared by the Sarasota Housing Authority for the Section 8 Housing Choice Voucher Program. The SUBRECIPIENT must ensure that their RRH Providers determine the size of the rental unit and circle the appropriate charges on the Utility Allowance chart. A housing unit that is leased must meet HUD's rent reasonableness standards. The housing must also meet the ESG Habitability Standards.

ESG Habitability Standards and Lead Based Paint. The SUBRECIPIENT must ensure that RRH Providers inspect each rental unit within three business days prior to the move-in date to determine if it complies with the Habitability Standards and Lead Based Paint Regulations. If the unit passes inspection, the SUBRECIPIENT'S RRH Provider will include the results of the inspection in the documentation to be provided for each month to allow for reimbursements by the SUBRECIPIENT. No PROGRAM PARTICIPANT will be housed in a unit that does not pass inspection.

SUBRECIPIENT will ensure that each PROGRAM PARTICIPANT is given a Lead Based Paint Brochure – Protect Your Family from Lead in Your Home (EPA-747-K-12-001 – June 2017) by the RRH Provider. SUBRECIPIENT will ensure that a Lead Based Paint Notification Form is properly signed by a copy is retained in each PROGRAM PARTICIPANT'S file.

SUBRECIPIENT Payments. SUBRECIPIENT'S RRH Provider will include HMIS documentation of PROGRAM PARTICIPANT eligibility, project entry and fund usage for

any invoice to be processed on behalf of a PROGRAM PARTICIPANT. Receipts for eligible activities including, but not limited to child care, education, outpatient health care, mental health care, substance abuse care, PPE, vaccine incentives, renters' insurance, furniture and transportation must be submitted with requests for reimbursement. Provider shall include staff timesheets which document the number of hours with PARTICIPANT and PROGRAM PARTICIPANT name, along with paystubs and/or payroll report for all case management, hazard pay and training invoices. Upon receipt of sufficient documentation, as indicated below, reimbursement for covered costs will be processed. RRH Providers must send and SUBRECIPIENT must keep the executed lease between the PROGRAM PARTICIPANT and the landlord and the executed Rental Assistance Agreement between the RRH Provider and the landlord. RRH Provider will pay any eligible financial assistance costs and / or short or medium-term rental assistance to the landlord.

Any payment for utilities, security deposits, and first and last month's rent, must be included in the initial request for reimbursement and must be made at the time the initial payments are made to the payee (landlord or utility company).

Any payments for mileage being paid to a member of the SUBRECIPIENT'S staff for using their personal vehicles to visit and work with PROGRAM PARTICIPANTS will be reimbursed using the IRS federal mileage rate that is currently effective at the time the travel occurred. Documentation that includes but is not limited to the date and time of travel, staff member's name, PROGRAM PARTICIPANT'S name, a brief description of the activity conducted, and total trip mileage will be required.

Any payments for the cost of gas, insurance, taxes, and maintenance on company owned vehicles used for staff to transport and/ or serve PROGRAM PARTICIPANTS may be reimbursed. If the company vehicle is not used solely for the use of transporting and/ or serving PROGRAM PARTICIPANTS, the requests for reimbursement must be prorated based on these uses for PROGRAM PARTICIPANTS funded with ESG-CV Part 2 only. Documentation in the form of gas receipts, invoices, copies of checks and/ or credit card receipts must be submitted with the request for reimbursement for incurred expenses along with a mileage log that includes, but is not limited to the date and time of travel, staff member's name, PROGRAM PARTICIPANT'S name, a brief description of the activity conducted, and total trip mileage.

PROGRAM PARTICIPANT Moves into Unit.

All covered expenses will be submitted for reimbursement by the 5th of each month to the SUBRECIPIENT by the RRH Provider and the SUBRECIPIENT must submit a request for reimbursement to OHCD by the 10th of each month, as indicated in these Policy Guidelines. SUBRECIPIENT is responsible for processing all payments to RRH Providers once payment has been received by the SUBRECIPIENT. The initial invoice from the RRH Provider must contain but are not limited to the following items:

- A valid lease as previously described in these Policy Guidelines;
- The PROGRAM PARTICIPANT'S Housing Case Plan;

- Certification of Property Ownership matching the Sarasota County Property Appraiser's website or documentation showing the name of the property management company;
- Documentation of successful inspection of the property, as previously described in these Policy Guidelines;
- Invoices and checks for all direct payments other than rent and utility payments;
- Checks showing the payment made for rent and utility payments;
- Invoices from the utility company showing the amount due and any arrears;
- Timesheets showing which PROGRAM PARTICIPANTS were assisted and the amount of time assisting each PROGRAM PARTICIPANT;
- Proof of the rate of pay of the employee including detail showing the employee's burdened costs;
- A payroll report from an outside firm or copies of the general ledger showing proof of payment to the employee; and
- Detail of when the costs were incurred for past due utility and rental payments and penalties.

All above listed items will be included in the documentation SUBRECIPIENT submits to OHCD for reimbursement under these Policy Guidelines.

No funds under the purview of these Policy Guidelines may be committed for use or used for any purpose after August 30, 2023.

Final requests for reimbursement must be submitted to OHCD by August 30, 2023. Any requests for reimbursement after this date will not be accepted.

Within 60 days of SUBRECIPIENT'S receipt of reimbursement payment from the COUNTY, a copy of each cancelled check showing receipt by the third-party must be submitted to OHCD on behalf of the COUNTY. Failure to provide this information within 60 days of receiving payment from the COUNTY will result in future payments being suspended until OHCD receives this information.